

Heavy Ex 1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
MARCIO UHALDE, individually and on behalf of all	:
others similarly situated,	:
	:
<i>Plaintiffs,</i>	:
	:
v.	:
	:
ROADWAY MOVING & STORAGE, INC.; and Does	:
1-50, inclusive,	:
<i>Defendant.</i>	:
	:
-----X	

Case No.: 1:18-CV-09962 (AJN)

DECLARATION OF MAURO BACCI

I, Mauro Bacci, declare as follows:

1. I am a former employee of Roadway Moving & Storage, Inc. ("Roadway"), the party named as defendant in the above-captioned action. As such, I have knowledge of the facts and circumstances herein.
2. I started working at Roadway in 2009 and was promoted to Head of Operations in 2014.
3. As Head of Operations, I attended the meeting convened by Roadway's principal, Ross Sapir, in or about September, 2016, where Roadway distributed to its employees, including Plaintiff Marcio Uhalde, Roadway's Arbitration Agreement and Arbitration Opt-Out Form, which were in the form attached hereto as **Exhibit A** (the "Meeting").
4. The Meeting took place on the second floor of Roadway's premises in a room known as the drivers' lounge.
5. Roadway provided each employee at the Meeting, including Marcio Uhalde, a copy both the Roadway's Arbitration Agreement and Arbitration Opt-Out Form in a blue folder.

6. I know this to be true because I was the person who personally handed the blue folder containing Roadway's Arbitration Agreement and Arbitration Opt-Out Form to Marcio Uhalde at the Meeting.

7. Marcio Uhalde did not convey to me at that or any other time that he did not wish to sign or otherwise be bound by the Arbitration Agreement.

8. Instead, at the Meeting, he simply told me that he would need to speak to his girlfriend before making a decision.

9. Thereafter, Marcio Uhalde did not sign and return the Arbitration Agreement Opt-Out Form, or any other notice indicating his choice to opt-out.

10. I am advised that Marcio Uhalde has recently alleged that former Roadway employee Barack Shriki also gave him a copy of the Arbitration Agreement.

11. Barack Shriki worked under my supervision while working for Roadway. Roadway never authorized him to distribute any agreements to employees, or to discuss their terms, on behalf of Roadway.

12. If Marcio Uhalde discussed Arbitration Agreement with Barack Shriki, that discussion was not communicated to me.

13. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

New York, New York
Dated: January 22 2019



Mauro Bacci